



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-005041-26

In the matter of: 605, 52 FOREST MANOR RD
NORTH YORK ON M2J0E2

Between: Xiaoyan Wang Tenants
Chao Yuan

And

Neil Grant Landlord

Xiaoyan Wang and Chao Yuan (the 'Tenants') applied for an order determining that Neil Grant (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

Only the Tenants attended the hearing.

As of 9:15 am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants the sum of \$1,348.00.
2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. At time the Tenants' lease was signed, the Landlord collected a deposit equal to 6 month's rent at \$2,700 per month, a further deposit of \$1,000, and a key deposit of \$300 from the Tenants.
4. The collection of a deposit of 6 month's rent is illegal as contrary to the provisions of s. 106(2) of the Act. The tenancy lasted for a period of 12 months, from December 6, 2024 to December 5, 2025. The Tenants paid rent for a total period of 6 months and the deposit of 6 month's rent was applied to the rent for the remaining 6 months of the term, so the Tenants' total payments of rent during the term are equal to the rent charged.

5. The collection of the additional deposit of \$1,000 is also illegal as contrary to s. 105(1) of the Act. The Tenants stated that the Landlord is attempting to charge the Tenants for the cost of repairing a light fixture and deducting the cost from the illegally collected \$1,000 deposit. The Tenants provided a copy of an e-transfer of \$800 from the Landlord but the Tenants were unable to receive the e-transferred funds as they were not provided with the answers to the security question set up by the Landlord. As the \$1,000 deposit was illegally collected by the Landlords and has not been repaid, the Landlord must refund the deposit in full without set off for any damages to the rental unit.
6. The Tenants stated that the keys for the rental unit were returned to the Landlord at termination of the tenancy during a meeting with the Landlord in the rental unit, but the key deposit of \$300 has not been returned. The Tenants are entitled to a refund of the key deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,348.00. This amount represents:
 - \$1,000.00 for the illegal charge collected.
 - \$300 for the key deposit
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 25, 2026
Date Issued

Jack Jamieson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

